

GST PURCHASE ORDER AGREEMENT – TERMS AND CONDITIONS

- I. This Agreement constitutes the entire agreement between the parties. Acceptance of this order constitutes acceptance of all of the terms and conditions stated herein.
- II. The term “SUPPLIER” wherever appearing in this Agreement shall mean the vendor (individual or firm) named on the face of this Agreement and all officers, directors, employees, agents, contractors, and sub-contractors of such SUPPLIER. The terms “bid” and “proposal” are synonymous, as are the terms “Purchase Order”, “Contract” and “Agreement”.
- III. Delivery time is of the essence for this contract and SUPPLIER agrees to deliver all items on this order under the shipping conditions shown on this order. F.O.B. Destination shall mean the SUPPLIER pays all shipping costs, and title to merchandise and vested interest shall transfer to the GST only when receipted for and accepted by an authorized representative of GST. SUPPLIER agrees to protect by insurance all items under this purchase order plus any other property owned by GST and held by SUPPLIER for work under this contract and agrees to return same to GST upon demand.
- IV. All items furnished under this purchase order (“PO”) shall be subject to inspection by representatives of GST for defects or non-compliance with specifications. If SUPPLIER shall fail to deliver as promised or delivers any item which does not conform to specifications, GST may at its option, annul and set aside the contract entered into with said SUPPLIER, either in whole or in part, and make and enter into a new contract in accordance with law for furnishing such item or items so agreed to be furnished. Any additional cost or expense incurred by GST in making of such contract and any additional cost of supplying any item or items by reason of the failure of the SUPPLIER, as stated above, shall be paid by such SUPPLIER and his sureties, if any.
- V. GST reserves the right to terminate this purchase order for its convenience. GST may also terminate this purchase order for cause in the event of a default by SUPPLIER. In such event, GST shall not be liable to SUPPLIER for any amounts, and SUPPLIER shall be liable for, and shall hold GST harmless from, any damages occasioned by the SUPPLIER’S breach or default. If it should be determined that GST has improperly terminated this contract for default, such termination shall be deemed to be for GST’s convenience.
- VI. SUPPLIER warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material or title. If SUPPLIER has been informed of the use of the products, SUPPLIER also warrants that the items furnished hereunder are suited and appropriate for such use. SUPPLIER shall indemnify and save GST harmless from any breach of this warranty, and no limitations on GST’s remedy in SUPPLIER’S documents shall operate to reduce this indemnification. SUPPLIER shall extend all warranties it receives from its vendors or manufacturers to GST. This warranty is in addition to all warranties contained under the law.
- VII. SUPPLIER warrants that the prices quoted hereunder are the lowest prices at which these or similar items are sold by the SUPPLIER to similar customers. In the event of any price reduction between execution of the purchase order and delivery of the goods, GST shall be entitled to such reduction.
- VIII. Any proposed change(s) to goods, services, manufacturing process, materials, packaging, delivery, or sub-contractor(s) employed by SUPPLIER in connection with a Purchase Order must be approved in advance, in writing by GST, and any change made by SUPPLIER without GST’s approval may result in cancellation of the Purchase Order or rejection of the goods or services, at no cost to GST. All Purchase Orders shall be subject to cancellation or modification by GST, provided that, in the event of such a cancellation or modification, GST shall be responsible only for the price of goods or services accepted, if any, plus the actual, documented, reasonable costs incurred by SUPPLIER to effect such modification or cancellation. Any increase in the price of the goods or services resulting from modification of a Purchase Order is subject to the prior written approval of GST.

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- IX. GST may delay delivery or acceptance of goods in the event of any unforeseen event. SUPPLIER shall hold the goods pending GST's direction, and GST shall be liable only for direct increased costs incurred by the SUPPLIER by reason of GST's instructions.
- X. GST shall have the right to make changes in this order at any time and SUPPLIER agrees to accept such changes. In the event such changes result in additional costs, GST shall make an equitable adjustment in the purchase price provided such additional costs are itemized, in writing, for GST by SUPPLIER within 10 days of receipt of the change notice.
- XI. The SUPPLIER agrees to and does hereby indemnify and hold harmless GST, its officers, and employees from liability of any nature or kind on account of:
- a. use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, item, or appliance furnished or used under the purchase agreement;
 - b. liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the SUPPLIER or any person, firm or corporation employed by the SUPPLIER upon or in connection with the work or products called for in this purchase agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of GST, its officers, employees, agents or independent contractors who are directly employed by GST; and,
 - c. any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including GST, arising out of, or in any way connected with the work or products covered by this purchase agreement, whether said injury or damage occurs either on or off GST property, except for liability for damages which result from the sole negligence or willful misconduct of GST, its officers, employees, agents or independent contractors who are directly employed by GST.
 - d. SUPPLIER at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against GST, its officers, and employees, on any such claim or demand referred to in X a), b), c) above and pay or satisfy any judgment that may be rendered against any of them. The SUPPLIER, while engaged in carrying out the terms and conditions of the purchase agreement, is an independent contractor and not an officer or agent of GST.
- XII. The SUPPLIER, at its sole cost and expense, shall insure its activities in connection with the work performed and products supplied under this Agreement and shall obtain and maintain in force insurance and provide upon request satisfactory evidence of the same to GST as follows:
- a. Commercial General Liability: Each Occurrence \$1,000,000; Products/Completed Operations Aggregate \$1,000,000; Personal and Advertising Injury \$1,000,000; General Aggregate \$2,000,000.
 - b. Business Automobile Liability: Owned, Non-Owned, or Hired Automobiles \$1,000,000 per accident, combined single limit. This requirement applies to suppliers who will be driving a commercial vehicle on campus in connection with the delivery of products or services.
 - c. Workers Compensation and Employer's Liability Insurance: Full Statutory Worker's Compensation and Employer's Liability Insurance (\$500K/\$500K\$500K limits) covering all employees as required by law in the State of California.
 - d. Appropriate evidence of insurance, if such evidence is specifically requested, should be supplied by way of a Certificate of Insurance (COI) on an Acord™ 25 form.
 - e. For purposes of General Liability insurance, the coverage must provide for GST, their successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents to be afforded status as an Additional Insured as their interest may appear with regard to the activity and/or operations performed for and products supplied to GST under this Purchase Order Agreement. All policies must be issued by insurers currently rated by A.M. Best as "(A-) IX" or better.

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XIII. The SUPPLIER and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with furnishing of materials and services listed herein.

XIV. All items or service provided on this purchase order shall comply with the safety standards as promulgated under the Federal Occupational Safety Act and Cal/OSHA. If any material or the ingredients of any material furnished by the SUPPLIER is considered to be hazardous as defined by

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Federal or California statute, the SUPPLIER shall provide to the Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200.

- XV. The SUPPLIER MUST notify GST immediately when they are on suspension or debarment under the federal statutes or Federal Acquisition Regulation (FAR).
- XVI. Payment for the items on this purchase order will be made per the payment terms indicated on the order and only after the entire order is delivered or completed to the satisfaction of the GST. Terms, if not otherwise specified herein or on a separate agreement, shall be net 30 days. Cash discount and payment date will be computed from the date of acceptance of the completed order or receipt of invoices, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the GST warrant or check.
- XVII. Discrimination, Harassment, and Sexual Harassment:
- a. GST prohibits discrimination against any member of its community on the basis of race, color, religion, sex, gender identity, gender expression, pregnancy, national origin, ancestry, citizenship status, age, marital status, physical disability, mental disability, medical condition, sexual orientation, military or veteran status, genetic information, or any other characteristic protected by applicable state or federal law, in matters of admissions, employment, housing, or services or in the educational programs or activities it operates. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. GST also prohibits sexual harassment of any member of its community. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
 - b. The SUPPLIER shall inform all of its employees, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment and sexual harassment are a violation of GST policy, and will not be tolerated on any GST job site or anywhere else on GST property. The SUPPLIER shall remove from any GST job site and GST property any of its employees or those of its subcontractors or agents who improperly conduct themselves in any manner toward GST members and shall be responsible for any acts by its employees, subcontractors, or agents that violate GST's policy.
- XVIII. This purchase order and any documents referred to on the face hereof constitute the entire agreement between the parties and may be modified verbally by GST, followed with written verification. No part of this order may be assigned or subcontracted without the prior written approval of GST. Any monies due GST from SUPPLIER can be set off from any monies due SUPPLIER from GST whether or not under this contract. GST's failure to insist on any right shall not operate as a waiver of any other right.
- XIX. This purchase order shall be governed by the laws of the State of California. Time is of the essence for this order.

NOTE: Golden Star Technology Purchase Order number must appear on all invoices, shipping notices, bills of lading, express receipts, packages, and packing slips. Packing slips must accompany all shipments.